

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

DANIEL D’AMBLY, ET AL.,

Plaintiffs,

vs.

CHRISTIAN EXOO a/k/a ANTIFASH
GORDON, ET AL.,

Defendants.

Civil Action No.

2:20-cv-12880-JMV-JSA

Hon. John Michael Vazquez,
U.S.D.J.

Oral Argument Requested

Motion Date: February 7, 2022

DECLARATION OF ARI HOLTZBLATT

I, Ari Holtzblatt, declare as follows:

1. I am an attorney duly licensed to practice in the District of Columbia, and I am counsel to Defendants Twitter, Inc. (“Twitter”) and Vijaya Gadde. On October 30, 2020, the Court entered a Consent Order granting my request to appear as counsel *pro hac vice* in the above-captioned matter. See ECF No. 23. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.
2. I submit this Declaration regarding the attached Exhibits, each one of which is incorporated into the Second Amended Complaint by reference.

3. Exhibit A is a true and correct copy of the Twitter Terms of Service (“TOS”), which is incorporated into the Second Amended Complaint by reference. *See* Second Am. Compl. ¶ 31 (“Doxing is prohibited by Twitter’s Private Information Policy within their Terms of Service and Rules (“TOS”).”). Exhibit A is publicly available and may be found at the following website: <https://twitter.com/en/tos>.
4. Exhibit B is a true and correct copy of a Twitter document titled “Following FAQs,” which is incorporated into the Second Amended Complaint by reference. *See* Second Am. Compl. ¶ 38 n.18 (citing “Following FAQs” webpage). Exhibit B is publicly available and may be found at the following website: <https://help.twitter.com/en/using-twitter/following-faqs>.

I declare under penalty of perjury under the laws of the District of Columbia that the facts set forth above are true and correct. Executed this 14th day of January 2022, at Washington, District of Columbia.

Ari Holtzblatt

Ari Holtzblatt

EXHIBIT A



Twitter Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the Twitter User Agreement comprises these Terms of Service, our Privacy Policy (<https://twitter.com/privacy>), the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies

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Twitter Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services

(<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>)

(<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>

(<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>)) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our Privacy Policy (<https://twitter.com/privacy>) (<https://www.twitter.com/privacy>) (<https://www.twitter.com/privacy>)) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can

be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

Email: copyright@twitter.com

(for content on Twitter)

Twitter, Inc.

Attn: Copyright Agent - Periscope

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

(<https://help.twitter.com/forms/dmca>) Email: copyright@pscp.tv

(for content on Periscope)

Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of

the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

4. Using the Services

Please review the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the Periscope Community Guidelines (<https://www.pscp.tv/content>)) at <https://www.pscp.tv/content> (<https://www.pscp.tv/content>)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim

usernames without liability to you. Twitter may offer certain services or features for a fee; by paying for or using one of these services, you agree to any additional terms applicable to that service.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy \(https://twitter.com/privacy\)](https://twitter.com/privacy).

If you use developer features of the Services, including but not limited to [Twitter for Websites \(https://developer.twitter.com/docs/twitter-for-websites/overview\)](https://developer.twitter.com/docs/twitter-for-websites/overview) (<https://developer.twitter.com/en/docs/twitter-for-websites> (<https://developer.twitter.com/en/docs/twitter-for-websites>)), [Twitter Cards](#)

(<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>)
 (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards> (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>)), Public API (<https://developer.twitter.com/en/docs>) (<https://developer.twitter.com/en/docs> (<https://developer.twitter.com/en/docs>)), or Sign in with Twitter (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter> (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>))), you agree to our Developer Agreement (<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) and Developer Policy (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on <https://developer.twitter.com/en/developer-terms> (<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter> (<https://hackerone.com/twitter>)). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our Twitter Master Services Agreement (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms> (<https://ads.twitter.com/terms>)).

If you use Super Hearts, Coins, or Stars on Periscope, you must agree to our Super Hearts Terms (<https://legal.twitter.com/en/periscope/super/terms.html>) (<https://legal.twitter.com/en/periscope/super/terms.html> (<https://legal.twitter.com/en/periscope/super/terms.html>)).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for

us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.twitter.com/forms/general?subtopic=suspended) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at twitter.com/tos (<https://twitter.com/en/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

Effective: August 19, 2021

[Archive of Previous Terms](https://twitter.com/en/tos/previous) (<https://twitter.com/en/tos/previous>).

Twitter Terms of Service

If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>) (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

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Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts> (<https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

Email: copyright@twitter.com

(for content on Twitter)

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(for content on Periscope)

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You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

4. Using the Services

Please review the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the Periscope Community Guidelines (<https://www.pscp.tv/content>)) at <https://pscp.tv/content> (<https://www.pscp.tv/content>)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you. Twitter may offer certain services or features for a fee; by paying for or using one of these services, you agree to any additional terms applicable to that service.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights,

property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (<https://twitter.com/privacy>).

If you use developer features of the Services, including but not limited to Twitter for Websites (<https://developer.twitter.com/docs/twitter-for-websites/overview>) (<https://developer.twitter.com/docs/twitter-for-websites> (<https://developer.twitter.com/docs/twitter-for-websites>)), Twitter Cards (<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards> (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>)), Public API (<https://developer.twitter.com/en/docs>) (<https://developer.twitter.com/en/docs>), or Sign in with Twitter (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>)), you agree to our Developer Agreement (<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) and Developer Policy (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on <https://developer.twitter.com/en/developer-terms> (<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter>)). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our Twitter Master Services Agreement (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>)).

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our Super Hearts Terms (<https://legal.twitter.com/en/periscope/super/terms.html>) (<https://legal.twitter.com/en/periscope/super/terms.html>)

(<https://legal.twitter.com/en/periscope/super/terms.html>)).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220>

(<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or Periscope Community Guidelines (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at twitter.com/tos (<https://twitter.com/en/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an

email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter International Company, (Co. number 503351, VAT number IE9803175Q), an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

Effective: August 19, 2021

[Archive of Previous Terms](https://twitter.com/en/tos/previous) (<https://twitter.com/en/tos/previous>).

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EXHIBIT B

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- [Managing your account](https://help.twitter.com/en/managing-your-account) (https://help.twitter.com/en/managing-your-account)
- [Safety and security](https://help.twitter.com/en/safety-and-security) (https://help.twitter.com/en/safety-and-security)
- [Rules and policies](https://help.twitter.com/en/rules-and-policies) (https://help.twitter.com/en/rules-and-policies)
- Resources 

 - [New user FAQ](https://help.twitter.com/en/resources/new-user-faq) (https://help.twitter.com/en/resources/new-user-faq)
 - [Glossary](https://help.twitter.com/en/resources/glossary) (https://help.twitter.com/en/resources/glossary)
 - [How to get even more Twitter](https://help.twitter.com/en/resources/more-twitter) (https://help.twitter.com/en/resources/more-twitter)
 - [A safer Twitter](https://help.twitter.com/en/resources/a-safer-twitter) (https://help.twitter.com/en/resources/a-safer-twitter)
 - [Accessibility](https://help.twitter.com/en/resources/accessibility) (https://help.twitter.com/en/resources/accessibility)
 - [Our rules](https://help.twitter.com/en/resources/rules) (https://help.twitter.com/en/resources/rules)
 - [My privacy](https://help.twitter.com/en/resources/how-you-can-control-your-privacy) (https://help.twitter.com/en/resources/how-you-can-control-your-privacy)
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1. Following FAQs

Following FAQs



1. [Help Center](https://help.twitter.com/en)  (https://help.twitter.com/en)
2. [Following and unfollowing](https://help.twitter.com/en/using-twitter#following-people-and-groups)  (https://help.twitter.com/en/using-twitter#following-people-and-groups)

Following FAQs

What is following?

Following someone on Twitter means:

- You are subscribing to their Tweets as a follower
- Their updates will appear in your Home timeline
- That person is able to send you Direct Messages

What are followers?

Followers are people who receive your Tweets. If someone follows you:

- They'll show up in your followers list (<https://twitter.com/followers>).
- They'll see your Tweets in their Home timeline whenever they log in to Twitter
- You can start a private conversation with them

How do I know who I'm following?

Tap or click on **Following** on your profile or home page to see who you've followed, displayed in a following list (<https://twitter.com/following>). You can unfollow accounts from that page if you don't want to follow them anymore.

Want to follow someone new? Learn how to follow others.

How do I know who is following me?

The followers (<https://twitter.com/followers>) link on your profile page or home page will show you how many followers you have and who they are. By default, Twitter sends you an email to let you know when someone new follows you. Set up your email preferences to notify you when you have a new follower or to turn these notifications off.

Can locked accounts affect follower counts?

Yes. When accounts are locked, we remove them from follower counts (https://blog.twitter.com/en_us/topics/company/2018/Confidence-in-Follower-Counts) across profiles globally. As a result, if an account that follows you is locked, the number of followers displayed on your profile may go down.

How do I get followers? Can I ask someone to follow me?

There is no way to send a request for other people to follow you on Twitter.

Avoid third-party applications that promise to get you a lot of followers, these apps usually violate our [Terms of Service](https://twitter.com/en/tos) (<https://twitter.com/en/tos>) and may lead to account suspension.

The best way to gain friends and fans on Twitter is to engage with people, follow others whose Tweets are interesting or meaningful to you, and be an active part of the Twitter community by reading and posting high-quality information.

Can I restrict who follows me, or sees my updates?

Yes. You can [protect your Tweets](#).

Protecting your Tweets means anyone who wants to follow you must submit a request for your approval. Only followers you approve can see your protected Tweets and your Tweets will not appear in search engine results.

How do I approve followers?

If you have [protected your Tweets](#), you can [approve followers](#) from your account profile page.

Once I start following someone, can I stop?

Yes. You can [unfollow](#) other accounts at any time. Twitter does not send a notification when you unfollow someone.

If you have requested to follow someone whose Tweets are protected, then change your mind, you can cancel to undo your follow request. (The Cancel button appears on their profile in the same place as the Follow button.)

I don't want a particular person to follow me. What should I do?

You can [block](#) that account from following you. They won't be able to follow you and you will see a blocked icon when you visit their profile. To unblock an account you've blocked, visit their profile and click or tap the block icon.

Your Tweets won't appear in their timeline, and if they visit your profile, they will not be able to see any of your Tweets.

Can I remove someone from following me instead of blocking them?

Yes, you can remove any account from following you. There are two ways to remove someone.

- **Followers list:** Navigate to your [followers list](https://twitter.com/followers) (<https://twitter.com/followers>). Find the account you'd like to remove and tap or click on the **more** icon **⋮** to the right of the **Follow** button. Tap or click on **Remove this follower**. Confirm you want to remove the account by tapping or clicking on **Remove**.
- **Profile page:** Navigate to the profile page of the account you wish to remove from following you. Tap or click on the **more** icon **⋮** and select **Remove this follower**. Confirm you want to remove the account by tapping or clicking on **Remove**.

Please note that removing a follower will not prevent someone from requesting to follow your account (if your Tweets are private) or following your account again (if your Tweets are public).

Note: Currently the functionality to remove an account from following you is available on web only.

Is following the same as friend-ing someone on other social networks?

No. Following on Twitter isn't mutual. Someone who thinks you're interesting can follow you, and you don't have to approve it or follow them back.

If you want to approve who follows your Tweets, [protect your Tweets](#). The same rules apply—you can approve followers, but you don't have to follow them back.

What are "follow limits"?

Twitter has [follow and update limits](#) for site stability and to control abuse.

I have a follower who posts spam and/or sensitive media.

- Learn how to [report spam](#) on Twitter.
- Learn how to report [inappropriate content](#).

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- [English](#)
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- [Nederlands](#)
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- [繁體中文](#)
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- [Tiếng Anh](#)
- [Melayu](#)
- [Filipino](#)
- [فارسی](#)
- [Dansk](#)
- [Suomi](#)
- [Svenska](#)
- [Norsk](#)
- [Polski](#)
- [Magyar](#)
- [Română](#)
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- Dari
- Amharic
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- Tigrinya
- Urdu

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